

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Klein/Johnson Group LLC	2. Registration Number 7049
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3. Primary Address of Registrant
923 15th St. NW, 6th Floor, Washington, DC 20005

4. Name of Foreign Principal Ad Hoc Board of Petróleos de Venezuela, S.A. through PDV Holding, Inc.	5. Address of Foreign Principal 1293 Eldridge Parkway Houston, TX 77077
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6. Country/Region Represented
VENEZUELA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country¹
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input checked="" type="checkbox"/> Other (<i>specify</i>) <u>See Appendix for Response</u> |
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

PDV Holding, Inc. ("PDVH") is a wholly-owned subsidiary of Petróleos de Venezuela, S.A. ("PDVSA"), the state-owned oil and natural gas company of the Bolivarian Republic of Venezuela, which is controlled by the Ad Hoc Administrative Board of Petróleos de Venezuela, S.A. ("PDVSA Ad Hoc Board"). The Registrant understands that under the Department of Justice's interpretation of the Foreign Agents Registration Act ("FARA"), PDVSA's ownership of PDVH may, under certain circumstances, render PDVH (and therefore Registrant) an agent of the PDVSA Ad Hoc Board.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/30/2021Israel S. Klein/s/Israel S. Klein11/30/2021Matthew L. Johnson/s/Matthew L. Johnson

EXECUTION

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Date

Printed Name

Signature

Nov. 30, 2021

Matthew L. Johnson



EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11-30-2021

Israel S. Klein



Appendix

Response to Item 7

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

Board of directors of state-owned corporation

Appendix

Response to Item 11

Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: In February 2019, pursuant to the Statute that Governs the Transition to Democracy to Reestablish the Full Force and Effect of the Constitution of the Bolivarian Republic of Venezuela enacted by the Venezuelan National Assembly, Venezuela's Interim President, Juan Gerardo Guaidó Márquez, appointed the PDVSA Ad Hoc Board, and the National Assembly ratified his appointments.

Item 10(b) Owned: Please see explanation as to Item 10(b)(1) (supervision).

Item 10(b) Directed: Please see explanation as to Item 10(b)(1) (supervision).

Item 10(b) Controlled: Please see explanation as to Item 10(b)(1) (supervision).

Item 10(b) Financed: It is unknown whether the foreign principal is financed by a foreign government, foreign political party, or other foreign principal.

Item 10(b) Subsidized: It is unknown whether the foreign principal is subsidized in part by a foreign government, foreign political party, or other foreign principal.

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Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Klein/Johnson Group LLC

2. Registration Number

7049

3. Name of Foreign Principal

Ad Hoc Board of Petróleos de Venezuela, S.A. through PDV Holding, Inc.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/22/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached contract. The Registrant has been engaged to assist the company with its efforts to engage with and advocate before the federal government on issues relating to challenges brought by creditors of the illegitimate Maduro regime that threaten PDVH's continued ownership of its subsidiaries and the durability of PDVH's relationship with its shareholder, in order to secure protections for PDVH and its subsidiaries.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached contract. The Registrant has been engaged to assist the company with its efforts to engage with and advocate before the federal government on issues relating to challenges brought by creditors of the illegitimate Maduro regime that threaten PDVH's continued ownership of its subsidiaries and the durability of PDVH's relationship with its shareholder, in order to secure protections for PDVH and its subsidiaries.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant has been engaged to assist the company with its efforts to engage with and advocate before the federal government on issues relating to challenges brought by creditors of the illegitimate Maduro regime that threaten PDVH's continued ownership of its subsidiaries and the durability of PDVH's relationship with its shareholder, in order to secure protections for PDVH and its subsidiaries.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
11/22/2021	United Airlines	Airfare for client meeting	\$ 2,173.60
11/22/2021	Uber	Transportation	\$ 23.90
11/22/2021	Cyclone Anaya's	Meals	\$ 96.28
11/22/2021	Uber	Transportation	\$ 24.10
11/22/2021	Uber	Transportation	\$ 75.42
11/23/2021	Marriott International, Inc.	Lodging	\$ 598.52
11/23/2021	Uber	Transportation	\$ 54.50
11/23/2021	Uber	Transportation	\$ 23.95
11/23/2021	DCA Airport	Parking	\$ 44.00

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>11/30/2021</u>	<u>Israel S. Klein</u>	<u>/s/Israel S. Klein</u>
<u>11/30/2021</u>	<u>Matthew L. Johnson</u>	<u>/s/Matthew L. Johnson</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

EXECUTION

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Date	Printed Name	Signature
Nov. 30, 2021	Matthew L. Johnson	

EXECUTION

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Date

Printed Name

Signature

11-30-2021

Israel S. Klein



KLEIN/JOHNSON
GROUP

November 19, 2021

Fernando Vera
General Counsel
PDVH
Via email

Dear Fernando,

I write to confirm the work the Klein/Johnson Group will perform on behalf of PDV Holding, Inc. ("PDVH") to assist the company with its efforts to engage with and advocate before the federal government on issues relating to challenges brought by creditors of the Maduro regime that threaten PDVH's continued ownership of its subsidiaries and the durability of PDVH's relationship with its shareholder. The goal of these services is to secure protections for PDVH and its subsidiaries. We understand that our work may require registration under both the Foreign Agent Registration Act ("FARA") and Lobby Disclosure Act ("LDA"). We will provide PDVH with a workplan after completing our contract negotiation and consulting with FARA and LDA counsel.

Summary and Terms of Representation

1. **Services.** As permitted by applicable United States laws and regulations, the Klein/Johnson Group shall provide PDVH with government affairs representation before the federal government of the United States, and other services as the parties mutually agree. The anticipated scope of work shall include targeted lobbying of key members of the Executive and Legislative Branches, informational and educational meetings with the same, and the monitoring of legislative and regulatory developments of relevance to the same.
2. **Provision of Services.** The Klein/Johnson Group shall provide the foregoing services in professional, timely, and workmanlike manner, in consultation with PDVH. Matthew Johnson and Israel Klein will primarily provide services hereunder on behalf of the Klein/Johnson Group.
3. **Fees.** For the Section 1 services duly rendered by the firm, PDVH shall pay the Klein/Johnson Group eighty thousand dollars per month (\$80,000). The first month's payment is due upon execution of this Agreement. However if the Klein/Johnson Group does not provide all Section 1 services, the monthly fee may be reduced as mutually agreed by PDVH and the Klein/Johnson Group in an amount not to exceed 15% of the monthly fee. This fee structure is in no way tied to the success of the Section 1 services and can only be adjusted based on the whether or not a Section 1 service was provided.

Privileged & Confidential

4. **Expenses.** Beyond the fees described in Section 3, the Klein/Johnson Group shall invoice reasonable out-of-pocket expenses to PDVH, at cost, as incurred.
5. **Payment Terms.** After the initial payment due upon execution of this Agreement, the Klein/Johnson Group shall invoice PDVH monthly, in advance, with payment due within 30 days of PDVH's receipt of the invoice. Should an invoice be outstanding more than 30 days past its due date, the Klein/Johnson Group will cease all services until all outstanding invoices are paid in full.
6. **Term.** The term of this Agreement runs for three (3) months beginning November 19, 2021, with an option to extend the Agreement for an additional one (1) month. During the term of this Agreement, either party may terminate this Agreement for cause with 15 days' prior written notice. Neither party may terminate the Agreement for convenience during the term. "Cause" as used herein shall mean any of the following: a) a material breach of this Agreement; or b) (in the case of Klein/Johnson) any failure to follow reasonable and lawful instructions of PDVH. Any renewal of this Agreement shall be set forth in a writing signed by both parties hereto.
7. **Compliance with Disclosure Regulations and Other Applicable Laws.**
 - a. The Klein/Johnson Group and PDVH shall comply with any and all restrictions and requirements of the Foreign Agent Registration Act and the Lobbying Disclosure Act, and other applicable laws and regulations of the United States.
 - b. PDVH represents and warrants that it has supplied the Klein/Johnson Group with accurate and complete information concerning its operations, objectives, and personnel, recognizing that the Klein/Johnson Group may be required to complete and file public-disclosure forms in connection with this engagement. PDVH agrees that it will promptly notify the Klein/Johnson Group in the event of any changes to this information.
8. **Confidential Information.** The Klein/Johnson Group will use all legally permissible efforts to protect privileged communications or other confidential information developed by the Klein/Johnson Group or provided to the Klein/Johnson Group during the course of the Klein/Johnson Group's provision of services described above. It is agreed and understood that it shall not be a breach of this provision for Klein/Johnson Group to make disclose any information which may be required to be disclosed pursuant to applicable law (including but not limited to the Foreign Agents Registration Act).
9. **Intellectual Property Rights.** PDVH recognizes that Klein/Johnson Group brings to this Agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist the Klein/Johnson Group in the performance of the services under this Agreement. PDVH acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of the Klein/Johnson Group. Any and all work product developed or prepared by the Klein/Johnson Group for PDVH (exclusive of Pre-Existing Materials) shall be the sole and exclusive property of PDVH.

10. **Limitation on Damages.** The Klein/Johnson Group is not liable to PDVH for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause.
11. **Costs of Fee Disputes.** If disputes related to payment of fees or expenses occur and result in legal fees or costs for the Klein/Johnson Group, PDVH shall pay actual and reasonable legal fees and costs incurred by the Klein/Johnson Group in connection with the successful collection of fees and expenses.
12. **Costs of Other Proceedings.** If litigation or other proceedings arise regarding services performed by the Klein/Johnson Group for PDVH under this Agreement, and the Klein/Johnson Group is subpoenaed or otherwise requested to testify, disclose documents and materials, or otherwise participate in the proceeding, PDVH shall pay for the Klein/Johnson Group's reasonable legal fees and costs, provided the Klein/Johnson Group uses legal counsel approved by PDVH. This obligation is limited to litigation or other proceedings where PDVH is a named party to the litigation or other proceedings, and the Klein/Johnson Group is not a named party. Further, PDVH shall indemnify and hold harmless Klein/Johnson Group from and against any and all losses, damages, fees, costs, claims, and charges (including reasonable attorney's fees) actually incurred by the Klein/Johnson Group as a result of a) any non-negligent act or omission of Klein/Johnson Group undertaken at the express request of PDVH; and b) any governmental investigation, suit, claim, or demand into PDVH requiring the response of Klein/Johnson Group. This Section survives the termination or expiration of this Agreement.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to its subject matter.
14. **Modifications and Amendments.** No purported modification of, or amendment to, this Agreement is effective unless it is in writing and signed by or on behalf of the parties.
15. **Assignment.** A party's attempted assignment of this Agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.
16. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this Agreement can still be achieved.
17. **Governing Law and Jurisdiction.** This Agreement is governed by the laws of the District of Columbia without regard to its choice- or conflicts-of-law principles. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the District of Columbia before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and

Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction including the courts of the District of Columbia.

We look forward to working with you. Please do not hesitate to contact me with any questions.

Best,



Matthew L. Johnson
Co-Founder & Principal

AGREED TO:



On behalf of PDVH

11/22/2021

Date



On behalf of the Klein/Johnson Group

11/23/2021

Date